
MINUTES

The Redevelopment Commission met in special session jointly with a quorum of the Columbus Board of Aviation Commissioners on Monday, February 17, 2015 at 4:00 p.m. in the Columbus, Indiana Common Council Chambers. The meeting was chaired by Mayor and Redevelopment Commission President Kristen Brown. Other Commission members present were Frank Jerome, David Wright, Russ Poling, and Robert Abrams.

Also present were Doug Pacheco, project consultant to the Commission with respect to proposed redevelopment of the City's Walesboro Airport and certain downtown properties along Second Street and Jeff Logston, City Attorney. Several members of the public were also present, including City Council member Frank Miller and media representatives.

Except for matters raised by members of the public present, matters discussed during the meeting were those previously disclosed in a public notice of the meeting.

Call to Order

- 1) Roll Call by Mayor Brown – Russ Poling, Frank Jerome, David Wright, Mayor Brown and Robert Abrams (Non-Voting Member).
- 2) Absent: Laurie Booher.

The Commission's roll call was followed by roll call of the Board of Aviation Commissioners, chaired by its President Caleb Tennis, and his discussion of the history of the Aviation Board's involvement with potential development of the Walesboro Airport into an industrial park, including issues related to the land's value, a recent sale of airport property to Faurecia Emissions Control Technologies and oversight of future sales and value of the airport property by the Federal Aviation Administration.

He explained in detail that in its evaluation process the only developer response to an RFP issued by the City had not been viewed favorably by the Board primarily due to the less than fair market value cash offer for the airport property, that no alternative transaction structure involving the developer and others had been viewed as feasible, and that the FAA would more than likely not permit a sale transaction of the land to be made for less than its appraised and indicative value evidenced by the recent Faurecia transaction.

Therefore, he explained to the Redevelopment Commission, that the Board had determined not to move forward with the sole response to the RFP and related offer, but

that during the process of evaluating the response it had explored the feasibility with site developers and consultants the prospect of the City developing the property itself over time, thus retaining complete control of the project. He further explained to the Redevelopment Commission that the Aviation Board was now in favor of taking that approach, and further that after vetting specialized development consultants, was in favor of contracting with Indianapolis-based HWC Engineering for providing comprehensive consulting services to the City for developing the property, which the Aviation Board then approved during the joint meeting, subject to the Redevelopment Commission's approval of funding not to exceed \$135,000. This followed Mr. Tennis summarizing the consultant's scope of work and contract terms and an opportunity for discussion with Redevelopment Commission members and the public.

Action Items

- 1) **Approval of HWC Engineering Contract Funding:** Following extensive discussion among Commission members, members of the public, and comments by Mr. Pacheco regarding the process utilized in performing due diligence on the feasibility of City-driven site development and consultant selection, upon motion duly made by Mayor Brown and seconded by David Wright, **Resolution No 19-2015**, in the form presented to the meeting and attached to these minutes to approve funding in an amount not to exceed \$135,000 for the Columbus Board of Aviation Commissioners to engage HWC Engineering for economic impact development, planning and engineering services for the Walesboro Airport was adopted. Frank Jerome opposed adoption.
- 2) **Second Street Properties Offering Sheet Approval:** Mr. Pacheco then reminded the Commission that upon its and City Council's prior joint action, he was requested to prepare an offering sheet in connection with sale and/or development of real property located along Second Street at Lafayette, as well as obtain two value appraisals of the property which he had already commissioned to be provided to the Commission by October 9th. He detailed the contents of the offering sheet which was presented to the meeting, including expectations as to the types of development desired consistent with the comfort levels of the Commission and City Council, and the process and timing required for potential developers to submit proposals. For clarity, Mr. Logston highlighted certain specifics of the related resolution to be acted upon. Following discussion, upon motion duly made by David Wright and seconded by Frank Jerome, the Commission unanimously adopted **Resolution No 20-2015**, in the form presented to the meeting and attached to these minutes to (i) approve the offering sheet for the sale and/or development of the property fully described in the resolution, (ii) authorize the Mayor as President of the Commission to insert in the offering sheet the average of the two appraisals


when available as well as dates and times at which bids for the property will be opened, and (iii) direct that the property be offered pursuant to IC 36-7-14-22 and noticed pursuant to IC 5-3-1-1 *et seq.*

- 3) Review and Approval of Monthly Claims for Payment: Upon motion duly made by Russ Poling and seconded by David Wright, the Commission approved the 3 dockets of monthly claims presented to the meeting, which claims had been reviewed by each Commissioner immediately prior to commencement of the meeting except for Frank Jerome, who abstained from the vote..

Adjournment

Upon motion duly made by Russ Poling and seconded by David Wright, the meeting was adjourned at 5:05 p.m.

Approval of September 17, 2015 minutes.




Chairperson



Member



Member



Member

Member

Date: 10-19-2015

RESOLUTION NO: 19-2015

**RESOLUTION OF THE COLUMBUS REDEVELOPMENT COMMISSION
TO APPROVE FUNDING FOR ECONOMIC DEVELOPMENT, PLANNING AND
ENGINEERING SERVICES AT THE WALESBORO AIRPORT**

Comes now the City of Columbus Department of Redevelopment, more commonly known as the City of Columbus Redevelopment Commission, and for this Resolution, says as follows:

WHEREAS, Indiana Code §36-7-14-1 *et seq.* provides that a community may establish a Department of Redevelopment to be controlled by a Redevelopment Commission; and

WHEREAS, the City of Columbus, through its Common Council, did on August 19, 2003 create the City of Columbus Department of Redevelopment and the City of Columbus Redevelopment Commission (“Redevelopment Commission”) by way of Ordinance Number 25, 2003; and

WHEREAS, the Redevelopment Commission is being asked to fund a project with regard to the Walesboro Airport to conduct economic development, planning and engineering services; and

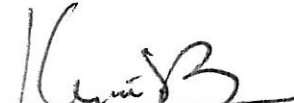
WHEREAS, the Redevelopment Commission has been advised by the City of Columbus Board of Aviation Commissioners that the economic development, planning and engineering services are needed and appropriate for the economic development and benefit of the Central TIF District and the City of Columbus.

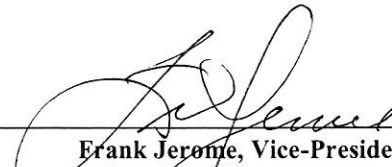
NOW, THEREFORE, BE IT RESOLVED:

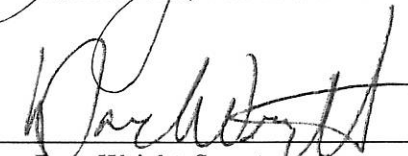
1. The City of Columbus Redevelopment Commission after hearing the recommendation from the City of Columbus Board of Aviation Commissioners determines that economic development, planning and engineering services for the Walesboro Airport are hereby needed and appropriate.
2. The cost of the economic development, planning and engineering services shall not exceed \$135,000.
3. The Redevelopment Commission does hereby approve the use of One Hundred Thirty-Five Thousand Dollars (\$135,000) of Central TIF funding for this project.

4. The City of Columbus Board of Aviation Commissioners or its designee shall report from time to time to the Redevelopment Commission on the status and results of the economic development, planning and engineering services.

Adopted this 17th day of September, 2015.



Kristen Brown, President

Frank Jerome, Vice-President

Dave Wright, Secretary

HWC ENGINEERING
151 N. Delaware Street, Suite 800
Indianapolis, IN 46204
(317) 347-3663
(317) 347-3664 (fax)

MEMORANDUM OF AGREEMENT FOR ENGINEERING SERVICES

Client: City of Columbus
Board of Aviation Commissioners
Client Address: 123 Washington Street
Columbus, Indiana 47201
Project Name: Walesboro Airport Redevelopment Plan
Project Number: 2015-181

Services to be provided: Detailed services to be provided are outlined in Exhibit A included herein.

Schedule: Detailed schedule of services to be provided are outlined in Exhibit B included herein.

Fees: \$135,000.00 (Lump Sum Not-to-Exceed)

Invoicing/Payments: Billing is monthly unless otherwise noted. Payments are due within 30 days of invoice receipt. The rates identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the client. The terms and conditions under which we are providing these services are set forth on pages 2 and 3, and are incorporated herein by reference. Additional services requested or unusual problems or difficulties may necessitate a higher fee.

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in space provided below.

HWC ENGINEERING, INC.

Date: September 16, 2015 By: Edward P. Jolliffe
Printed Name & Title: Edward P. Jolliffe, President

CLIENT:

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services for the above described project and that the terms and conditions stated are understood and herewith agreed to and accepted. HWC Engineering, Inc. is hereby authorized to proceed with the services outlined herein.

Date: CALEB 9/24/2015 By: CALEB TENNIS
Printed Name & Title: Caleb Tennis, President of the Board of Aviation Commissioners,
City of Columbus



TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for professional engineering services are part of this agreement for our services.

COMPENSATION FOR HWC's SERVICES - The basis for compensation will be as identified in the agreement. When "Lump Sum" payment is utilized it shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. When hourly (no limit) and hourly not-to-exceed (nte) is utilized, all labor and reimbursable expenses will be billed according to the rate schedule attached to this agreement.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, facsimile transmissions, reproduction or printing, HWC's computer time, and outside aerial photographs or topography, testing, geotechnical, layout, inspection, and other outside consultants.

TIME OF PAYMENT - HWC may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. If the CLIENT fails to make any payment due HWC for services and expenses within 30 days after receipt of HWC's invoice the amounts due HWC will be increased at the rate of 1.5% per month from the thirtieth day from invoicing. In addition, HWC may, after giving fourteen days written notice to CLIENT, suspend services under this Agreement until HWC has been paid in full all amounts due for services, expenses, and other related charges. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the CLIENT fails to make payments when due and HWC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to HWC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable HWC staff costs at standard billing rates for HWC's time spent in efforts to collect. This obligation of the CLIENT to pay HWC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

RISK ALLOCATION - To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC, HWC's officers, directors, partners, employees, and HWC's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, HWC shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of HWC or HWC's officers, directors, partners, employees, and HWC's consultants with respect to this Agreement or the Project.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC and its officers, directors, partners, employees, and HWC's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous environmental condition, on or about the Project site, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this Article shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the Project to both the CLIENT and HWC, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed HWC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

DOCUMENT OWNERSHIP, COPYRIGHTS, AND ALLOWED DOCUMENT USES - All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by HWC as instruments of service shall remain the property of HWC. HWC shall retain all common law, statutory and other rights, including the copyright thereto.

Unless otherwise indicated, with respect to this Project, all Documents are instruments of service. HWC shall retain an ownership and property interest therein (including the right of reuse at the discretion of HWC), whether or not the Project is completed.

The CLIENT acknowledges HWC's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HWC. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of HWC. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HWC harmless from any claim, liability of cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without written authorization from HWC.

HWC may rely upon copies of CLIENT-furnished data in the performance of its services as defined within this agreement and the agreement Exhibits. The CLIENT-furnished data may be in any acceptable format including electronic media formats such as text, data, graphics, or other types furnished by the CLIENT and acceptable to HWC.

Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by HWC. Files in electronic media format of text, data, graphics, or of other types that are furnished by HWC to CLIENT are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other Project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC or to HWC's Consultants. CLIENT shall indemnify and hold harmless HWC and HWC's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from.



If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any verification or adaptation of the Documents for extensions of the Project or for any other Project shall entitle HWC to further compensation at rates to be agreed upon by CLIENT and HWC.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES - The standard of care for all professional engineering and related services performed or furnished by HWC under this Agreement will be the care and skill ordinarily used by members of HWC's profession practicing under similar circumstances at the same time in the same locality. HWC makes no warranties, express or implied, under this Agreement or otherwise, in connection with HWC's services.

HWC's opinions of probable Construction Cost provided herein are to be made on the basis of HWC's experience and qualifications and represent HWC's best judgment as an experienced and qualified professional generally familiar with the industry. However, since HWC has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, HWC cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by HWC.

HWC shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site.

HWC shall not be required to sign any documents, no matter by whom requested that would result in HWC having to certify, guarantee, or warrant the existence of conditions whose existence HWC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with HWC or payment of any amount due to HWC in any way contingent upon HWC's signing any such certification.

HWC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of HWC, increase HWC's risk or the availability or HWC's professional or general liability insurance.

TERMINATION - The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, HWC shall be paid for all services rendered to the effective date of termination, including unbilled services at hourly rates in effect at the time of termination plus reimbursable expenses unless otherwise previously provided for, and termination expenses.

INSURANCE - HWC shall procure and maintain Professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either: General Office Coverage or Project Specific Professional Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by HWC, and Worker's Compensation, disability benefit, or any other similar employee benefit laws, including bodily injury, occupational sickness or disease of an employee; Commercial General Liability Insurance, with a per occurrence limit of not less than \$1,000,000.00; Additionally, HWC shall require its Consultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage.

CLIENT shall procure and maintain Commercial General Liability Insurance, with a per occurrence limit of not less than \$5,000,000.00; shall cause HWC and HWC's Consultants to be listed as additional insured on any general liability or property insurance policies carried by CLIENT which are applicable to the Project; shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause HWC and HWC's Consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

CLIENT and HWC shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of HWC's services and at renewals thereafter during the life of the Agreement.

All policies of property insurance shall contain provisions to the effect that HWC's and HWC's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's there under.

DISPUTE RESOLUTION - HWC and CLIENT agree that any controversy, claim, counterclaim, or other dispute arising out of or relating to this contract, or any alleged breach thereof, provided that the amount in controversy is in excess of Five Thousand Dollars (\$5,000.00), shall first be submitted by the parties to pre-arbitration mediation, under the Indiana Rules for Alternative Dispute Resolution and with a mediator agreed to by the parties, prior to and as a condition precedent to arbitration, litigation or any other binding action or recourse under law.

Submission of a dispute under this Agreement to mediation will be a condition precedent to filing arbitration or litigation regarding any dispute (when the amount in controversy is in excess of \$5,000) arising out of or related to this contract. Failure to comply with this condition precedent shall be in contravention of the parties express intention to implement these alternative means of dispute resolution and constitute a breach of this clause.

Mediation shall be conducted by the parties within 120 days after either party has invoked this clause and notified the other party of its intention to mediate. If the mediation does not result in settlement of the dispute or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this contract or breach thereof shall be determined by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable Indiana law in any court having jurisdiction thereof.

Any award shall not exceed the amount either claimed or counterclaimed. There shall be no punitive or consequential damages awarded under arbitration and the parties waive their right to claim the same.

Each party shall bear its own costs and expenses of the mediation and/or arbitration. Except as may be required by law, neither party may disclose the content or results of any mediation or arbitration without prior written consent of both parties. If one party has filed litigation which is otherwise covered by this dispute resolution clause and which has not been subject to mediation and/or arbitration as per this clause, the other party may properly seek to dismiss or stay the litigation at its discretion for the purpose of conducting mediation or arbitration.

AMENDMENTS - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement. No amendment or modification to this Agreement shall have any force or effect unless in writing and signed by both the CLIENT and HWC.



EXHIBIT A

Scope of Services

Walesboro Airport Redevelopment Plan Columbus, Indiana

September 2015

INTENT

The CLIENT is self-developing the Walesboro Airport property and is engaging HWC Engineering as a consulting partner to help them through this process. Much effort has already been put into the redevelopment of this site and these materials will be utilized throughout this process. The intent of this scope is to dive deeper into the details of the market, engineering, schedules, construction cost estimates, phasing, financing, ROI, etc. to prepare a work plan or 'Road Map' to implement the vision for the property and the City of Columbus.

A detailed description of the services to be provided follows:

TASK 1: CURRENT PLAN REVIEW

The CLIENT has a Redevelopment Plan for the Walesboro Airport property. This plan provides a vision for a traditional industrial park that utilizes many of the assets currently available to the property such as rail access and a test track. As time has progressed, the community now wishes to see the property develop with a strong focus on users such as advanced manufacturing and research and development. While not necessarily inconsistent with the thinking of the current plan, the plan does not make such uses a focus, and therefore may not leverage assets and resources in a way to maximize the probability of attracting preferred uses to the site.

HWC will complete a review of the current Redevelopment Plan (specifically Chapter 4 (The Proposal)). This includes review of the Preferred Master Plan, Recommendations, Additional Considerations, and the Phasing Strategy Plan. Additional research and data will be gathered, as needed, to complete the evaluation of these specific areas. The CLIENT will provide HWC with a digital copy of GIS or CAD copies of all maps, plus digital copies of other exhibits from the current plan.

TEAM MEETING #1

HWC will meet with the CLIENT and CLIENT's representatives to gain additional input to supplement the review and fact finding completed in TASK 1. It is important to understand project budget, the desire for Green Initiatives, etc.

TASK 2: RECOMMENDED PLAN ADJUSTMENTS AND FISCAL IMPACT ANALYSIS

HWC will suggest potential adjustments and amendments to the plan including the following:

1. Consolidated and prioritized goals consistent with the redevelopment of the site as a business park with focus on research/development and advanced manufacturing. These goals will be based on taking advantage of local strengths while mitigating local constraints. They will also take into account regional and global trends that may present the community with opportunities or limitations.

2. Revisions to the Preferred Master Plan consistent with the goals established in item 1 above that outline the desired land uses and known site constraints.
3. Provide an outline of the local economic development tools and opportunities for local financial participation in the development of the site. This assessment will be based on conceptual uses and potential taxes and fees paid by those uses. With that in mind, it is not intended to be a precise analysis of the exact impact of the eventual development of the site, but rather to establish a range of potential impact based on the assumptions of the conceptual master plan to support discussions with the City regarding potential financial assistance for the development. A brief analysis of the potential fiscal impact of the conceptual uses identified in the plan and the local revenues that may be generated by the buildout of the conceptual plan will include:
 - a. A breakdown of building usage and square footages based on the approved conceptual plan.
 - b. An outline of the taxes (real and personal) and fees that may be generated by buildout of the conceptual plan to determine potential local fiscal impact of the project.
 - c. A projection of potential jobs and wage levels that may be produced by the uses proposed in the conceptual plan based on comparative examples.
 - d. A projection of timing and phasing of local fiscal impacts based on the presumed phasing and timeline of buildout of the conceptual plan.

TEAM MEETING #2

The purpose of this meeting is to present our recommendations. Revisions based on comments from this meeting will included in this scope. Additional revisions will be completed as Time & Materials.

TASK 3: PRELIMINARY ENGINEERING and DEVELOPMENT PLAN

HWC will complete Preliminary Engineering for the overall site and utilize it to prepare a preliminary Development Plan. The Development Plan will depict proposed stormwater measures (both quantity and quality/LID and conventional), water, sanitary sewer, grades, streets, walks, etc. The purpose of this task is to better understand the infrastructure to assist with phasing recommendations and construction cost estimates/financing.

The services to be provided are as follows:

1. Stormwater Management - HWC will prepare preliminary stormwater calculations to better understand detention footprint and outfall capacity needs (pipe size(s)). HWC will utilize tailwater affects in performing these calculations, but this scope does NOT include modeling the creek or confirming BFEs.
2. Grading Plan - HWC will prepare a grading plan with an effort to balance the earthwork, if possible.
3. Earthwork Calculations - HWC will perform earthwork calculations.
4. Sanitary Sewer - HWC will estimate potential EDU's based on the new Plan and determine availability to service the site. HWC will layout and size the sewer.
5. Water - HWC will prepare a preliminary water layout. It is assumed that HWC will not need to size the water main. If required to do so, HWC will complete this for an additional agreed upon fee. HWC will calculate potential water demand based on new Plan.

TASK 4: PRELIMINARY CONSTRUCTION COST ESTIMATE

HWC will utilize the Development Plan to prepare a Preliminary Construction Cost Estimate. This estimate will include:

- Demolition
- Erosion Control Measures

- Earthwork Calculations
- Storm Sewer
- Sanitary Sewer
- Water
- Streets
- Walks
- Paths
- Additional Right of Way Improvements (ie. Street trees, lighting, irrigation, etc.)
- Additional Amenities (while the design of amenities and hardscapes aren't included at this stage of the project, the cost estimate will include ballpark costs for desired amenities such as hardscape items, entrance designs, signage, etc.)

TASK 5: WORK PLAN

Development of a Work Plan or 'Road Map' for implementation of the plan that focuses on the following:

- a. Identification of the infrastructure improvements necessary to achieve the implementation of the plan
- b. A phasing plan designed to implement infrastructure improvements in a manner to maximize the return on investment and minimize redevelopment risk/cost to the CLIENT
- c. An outline of potential financing structures and opportunities to assist in the implementation of specific elements of the plan based on the fiscal impact analysis of the project

TEAM MEETING #3

HWC will present the materials to the team. Revisions based on comments from this meeting will be included in this scope. Additional revisions will be completed as Time & Materials.

TASK 6: MARKETING MATERIALS

HWC will produce three (3) exhibits to assist in the marketing and redevelopment of the site. Exhibit One will show the revised Master Plan and opportunities for development. Exhibit Two will show a conceptual development buildout of the site to better understand site development relationships and the potential fiscal impact of the site at buildout. Exhibit Three will show current and proposed utility and thoroughfare improvements to help facilitate redevelopment of the site. Exhibit Three will be based on information contained in the current plan.

Project Deliverables:

HWC will prepare and deliver to the CLIENT the following:

1. Five (5) full color printed and bound copies of the Work Plan
2. One (1) full color unbound printed copy of the Master Plan
3. One (1) digital (PDF format) copy of the Master Plan
4. One (1) printed copy of the Development Plan
5. Three (3) 24x26 exhibit display boards (one for each exhibit)
6. Digital versions (PDF Format) of each display board

EXHIBIT B

Schedule and Fee

Walesboro Airport Redevelopment Plan Columbus, Indiana

September 2015

PROJECT SCHEDULE:

September 21 st	Contract Signed
October 5 th (2 weeks)	Current Plan Review & Team Meeting #1
October 19 th (3 weeks)	Recommended Plan Adjustments, Fiscal Impact Analysis & Team Meeting #2
November 9 th (4 weeks)	Preliminary Engineering & Development Plan
November 16 th (1 week)	Construction Cost Estimate
November 30 th (2 weeks)	Work Plan & Team Meeting #3
December 14 th (2 weeks)	Marketing Materials

PROJECT FEE:

Based on review and approval of scope elements, it is anticipated that the fee for this project will be \$135,000. If additional marketing materials are requested by the CLIENT these can be completed for an additional agreed upon fee.



HWC
ENGINEERING

Confidence in the built environment.

151 N. Delaware, Suite 800
Indianapolis, Indiana 46204

www.hwcengineering.com

EXHIBIT C
HWC Engineering
2015 Hourly Billing Rates

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer	\$120.00
Landscape Architect	\$115.00
Designer/Technician	\$100.00
Draftsman	\$85.00
Clerical Support	\$67.00
Construction Inspection Manager	\$110.00
Construction Inspector I	\$95.00
Construction Inspector II	\$85.00
Survey Crew Leader	\$120.00
Survey Crew Member I	\$80.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc. These rates are for services performed during the 2015 calendar year.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

RESOLUTION NO: 20-2015

**RESOLUTION OF THE COLUMBUS REDEVELOPMENT COMMISSION
TO APPROVE AN OFFERING SHEET FOR SALE AND/OR DEVELOPMENT
OF LOTS 1 BARTHOLOMEW COUNTY R.E.M.C. REPLAT
AND 2B AND 3 OF THE SECOND STREET REPLAT**

Comes now the City of Columbus Department of Redevelopment, more commonly known as the City of Columbus Redevelopment Commission, and for this Resolution, says as follows:

WHEREAS, Indiana Code §36-7-14-1 *et seq.* provides that a community may establish a Department of Redevelopment to be controlled by a Redevelopment Commission; and

WHEREAS, the City of Columbus, through its Common Council, did on August 19, 2003 create the City of Columbus Department of Redevelopment and the City of Columbus Redevelopment Commission ("Redevelopment Commission") by way of Ordinance Number 25, 2003; and

WHEREAS, Columbus Downtown, Inc. (CDI) became the owners, by way of donation, of Lots 1 Bartholomew County REMC Replat, 2B and 3 in what is now known as the *Second Street 2nd Replat of Lot 2A*; and

WHEREAS, said the parcels consists of 3.34 acres, 4.94 acres and 1.24 acres respectively, for a total acreage of 9.53; and

WHEREAS the above parcels were transferred to the Redevelopment Commission by CDI on April 19, 2012; and

WHEREAS the Redevelopment Commission is desirous to offer said parcels for sale for the purpose of development and is hereby doing so pursuant to Ind. Code § 36-7-14-22 *Public Sale or Lease of Real Estate; Procedure*; and

WHEREAS, the Redevelopment Commission is required to develop an offering sheet(s) that sets forth the parcels being offered for sale or development and any and all other terms and conditions the Redevelopment Commissions chooses to impose; and

WHEREAS, the Redevelopment Commission met in joint session with the Columbus City Council this date to jointly discuss criteria to be included within a specification sheet for the prospective sale and/or development of the above subject properties; and

WHEREAS, the Redevelopment Commission at its September 2, 2015 Special Meeting, authorized consultant Doug Pacheco to draft a specification sheet for the Redevelopment Commission's approval.

NOW, THEREFORE, BE IT RESOLVED:

1. The Redevelopment Commission does hereby approve and adopt the offering sheet for the sale and/or development of Lot 1 of the Bartholomew County R.E.M.C. Replat, Lots 2B and Lot 3 in the Second Street Replat of Lot 2A attached hereto as Exhibit "A".

2. The Redevelopment Commission does hereby direct the Mayor as President of the Commission to include the following in the attached offering sheet: 1) the average of the two appraisals; and 2) the dates and times at which the bids will be opened.

3. The Redevelopment Commission does direct the property be offered for sale and/or development pursuant to Ind. Code § 36-7-14-22 *Public Sale or Lease of Real Estate; Procedure* and notices of said sale and/or redevelopment are to be made pursuant to Ind. Code § 5-3-1-1 *et. seq.*

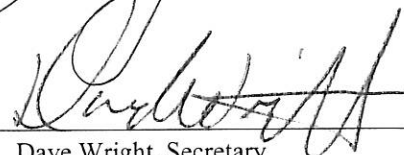
Adopted this 17th day of September, 2015.



Kristen Brown, President



Frank Jerome, Vice-President



Dave Wright, Secretary

Exhibit "A"

Request for Offers to Purchase Real Property and Improvements Located at 2nd and Lafayette Streets, Columbus, IN Offering Price: \$

The City of Columbus, Indiana Redevelopment Commission (CRC) is soliciting offers subject to I.C. 36-7-14-22 to purchase and renovate three parcels of property or any portion thereof owned by the Columbus Redevelopment Commission located in the core downtown area approximately at 2nd and Lafayette. A map showing the property is attached to this offering sheet along with the legal description of the property, and a tour of the property may be scheduled by contacting Douglas Pacheco, Project Consultant for the Columbus Redevelopment Commission, 123 Washington St, Columbus, IN 47201 (812) 376-2500, dougpacheco_redevelopment@yahoo.com.

The Property

The property is located at the southeast corner of 2nd and Lafayette Streets in Columbus, IN. See Exhibits A & B Attached.

Proposal Evaluation Criteria

The CRC will select the highest and best offer, but reserves the right to reject any or all offers, subject to I.C. 36-7-14-22. In determining the highest and best offer, the CRC will consider the following factors:

1. The size and character of the improvements proposed to be made by the bidder.
2. The bidder's plans and ability to improve the real property with reasonable promptness.
3. Whether the real property when improved will be sold or rented.
4. The bidder's proposed sale or rental prices.
5. If the bid is submitted by a trust (as defined in IC 30-4-1-1(a)), the bid must identify:
 - a. the Beneficiaries of the Trust
 - b. The Settlor empowered to revoke or modify the trust.
6. The experience, financial, and organizational capacity of the bidder in successfully planning and completing development projects of a similar type and scale.
7. The experience of the individuals who are to manage the project.
8. The overall quality of the submission.
9. The extent to which the proposed development is consistent with the CRC's redevelopment goals.

10. The market and financial feasibility of the project, including whether the property will be resold or rented.
11. Any public incentives requested.
12. The ability of the bidder to secure necessary project financing.
13. Parking facilities
14. The proposed purchase price.

The CRC may contract with a bidder in regard to these factors listed, and the contract may provide for the deposit of surety bonds, the making of good faith deposits, liquidated damages, the right of repurchase, or other rights and remedies if the bidder fails to comply with the contract.

Proposal Selection

Proposals shall be opened and read aloud at the designated public meeting of the CRC. The proposals will be reviewed by the CRC and/or its designee. The CRC may ask for additional information or detail from any of the entities submitting proposals and may elect to interview some or all of the entities submitting proposals.

At the conclusion of the review process, the CRC will select the highest and best proposal, or reject all proposals at a public meeting. If no proposal offers the Offering Price, the CRC must wait at least thirty (30) days before it may amend any of its terms including Offering Price.

The CRC or its designee will negotiate an agreement for the sale and development of the real estate based on the proposal submitted by the selected entity. The CRC will consider the negotiated contract and if it finds the agreement to be acceptable, it will authorize the execution of the agreement and the sale of the real estate. If the designee is unable to negotiate an agreement or the CRC determines that the agreement negotiated is not acceptable, the CRC may instruct the designee to attempt to negotiate an agreement with the entity submitting the next highest and best proposal.

CRC's Goals

The CRC seeks to preserve and improve this existing property through development. The CRC's development goals for the property are a mixed use property including:

- Ground floor for commercial use
- Any one of or combination of the following: hotel, market rate apartment complex, townhomes, condos
- On-site parking with minimum requirements consistent with the Zoning Ordinance

requirements for the uses provided independent of current zoning district

- Creative use of greenspace
- A construction architecture that compliments existing downtown businesses and increases downtown interest and activity
- Placement of any buildings along street frontage consistent with downtown usage and current zoning and land use regulations
- Maintain People Trail along southern part of property; however, CRC is open to discussion of relocating portions of the People Trail

The CRC's "CDRC Multifamily Reduced Scope Market Study," (July 2014) should be taken into account with respect to preferred uses. This document can be found on the City's website:

www.columbus.in.gov/redevelopment.

CRC's Participation

The CRC is currently implementing a complimentary project that will enhance the marketability and value of this property. The State Street Corridor Project currently underway is an economic development project to improve the neighborhood of East Columbus by the renovation of sidewalks, street lighting, street scape improvements, and a people trail and bridge project, along with bike paths and street crosswalk improvements commencing at the intersection of Mapleton and State Street (S.R. 46), and continuing north across the intersections of Hawcreek Blvd (Central Ave) 2nd Street/3rd Street and terminating just west of Lafayette and 3rd Streets. The State Street projects directly adjoins Second Street by way of intersection at Second and State Streets. These two projects create a fluid development corridor which contribute to one another both aesthetically and economically.

Preparation and Submission of Proposals

A. Content of Proposal

Any proposal submitted must contain the following information:

1. Name, address, email and phone number of the entity submitting the proposal.
2. Name, address, email and phone number of the person submitting the proposal on behalf of the entity making the proposal. The relationship of the person submitting the proposal to the entity must be described as well, along with the authority of the person to act on behalf of the entity.

3. Name, address, email and phone number of the contact person if different from the person submitting the proposal.
4. The identity of the members of the development team including planners, architects, engineers and marketing personnel as applicable. Please provide background for each team member.
5. Financial information for the entity making the proposal in sufficient detail to demonstrate the entity's capability to complete the project.
6. A conceptual plan for the development of the property including the following:
 - a. Projected uses of the building;
 - b. Public infrastructure improvements needed;
 - c. How the development complements and interacts with the surrounding area;
 - d. How the site will be accessed; and
 - e. How parking needs will be met.
7. A proposed schedule for development of the property.
8. A proposed bid price for the purchase of the real estate.
9. A description of any financial participation requested by the CRC and the City of Columbus.
10. All entities submitting a proposal must certify that the entity has not entered into a combination or agreement relative to the price to be bid by any person, to prevent a person from bidding, or to induce a person to refrain from bidding, and that the entity's bid is made without reference to any other bid.
11. The market the entity making the proposal seeks to reach, including type of users expected.
12. The estimated rents or sale prices for the commercial or residential units.

B. Form of Proposal

1. Seven copies of the proposal need to be submitted and one electronic copy in PDF format on CD-ROM.
2. The proposal must be signed by an authorized representative of the entity submitting the proposal.
3. All proposals shall be submitted in a sealed envelope. The envelope must be labeled with the entity's name and address and the words "Second and Lafayette Project" on the outside of the envelope.
4. If the proposal is sent through the mail or delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "Proposal Enclosed" on the face of the envelope.
5. Proposals must be received by the Columbus Redevelopment Department, City of

Columbus, 123 Washington Street, Columbus, IN 47201 no later than October __, 2015 at __:00 __.m.

6. No facsimiles or emails of the proposal will be accepted.
7. All proposals submitted are a matter of public record except for information submitted in the proposal specifically labeled as confidential as allowed by Indiana law.
8. Late or lost proposals due to mail service inadequacies, traffic, or similar reasons will not be considered. Proposals received after the designated time will not be considered.
9. The CRC reserves the right to accept or reject any and all proposals and to have informalities and/or waive irregularities in the selection process.
10. Any entity submitting a proposal may upon written request modify or withdraw their proposal at any time prior to the time the proposals are to be opened.
11. The proposals will be opened in public by the Redevelopment Commission at a public meeting on, **October 15, 2015** at __:00 __.m. in the Council Chambers of City Hall, located at 123 Washington St. Columbus, IN 47201.
12. All requests for clarification to the request for proposals must be received at least one week before the opening date to allow for the issuance of any addendums that might be necessary. Any oral communication will be considered unofficial and non-binding. Any entity submitting a proposal shall rely on written responses issued by Doug Pacheco. Requests for clarification shall be made in writing directly to Doug Pacheco at the address listed above or doug pacheco_redevelopment@yahoo.com